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August 15, 2008

Judge Deborah A. Batts  
United States District Court  
United States Courthouse  
500 Pearl Street, Room 2510  
New York, New York 10007

Re: Rao v Bellevue Hospital, et al  
No.: 08-CV-1922 (DAB)

Your Honor:

We represent defendant the City of New York in the above matter. The Corporation Counsel also represents non-party New York City Health and Hospital Corporation ("HHC"), the entity that manages and operates Bellevue Hospital Center ("Bellevue").<sup>1</sup> Plaintiff named Bellevue in her complaint and recently attempted to file a motion for a default judgment against Bellevue. Bellevue, however, is not a legal entity amenable to suit.

The proper party in an action alleging an occurrence at Bellevue is HHC. HHC's enabling legislation makes clear that HHC is charged with managing and operating the municipal hospitals, including Bellevue. See McKinney's Unconsolidated Laws of New York §7381 et seq. Additionally, the enabling legislation unquestionably creates only *one* entity accountable to the public to operate the municipal hospitals: HHC. Council of New York v. Giuliani, 231 A.D.2d 178, 182 (2d Dep't 1997).

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<sup>1</sup> Plaintiff has not obtained *in personam* jurisdiction over HHC and this letter does not constitute an appearance by HHC in this action.

Additionally, the statute of limitations for an action brought against HHC is one year and 90 days. Plaintiff had to commence her action by filing a summons and complaint against HHC no later than March 1, 2008, since the accident she now complains of allegedly occurred on November 29, 2006. Plaintiff failed to commence her action within the statutory period and is therefore time-barred.

The City of New York has interposed an answer. The City is an out-of-possession owner of real property and owed no duty to plaintiff. Apparently HHC contracted with Manhattan Parking Systems to operate the parking lot in question.

Respectfully,

A handwritten signature in black ink, appearing to read "Steven Bombard", with a stylized flourish at the end.

Steven Bombard

cc:

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